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13 *Indirect Purchaser Plaintiffs*
14 *Co-Lead Class Counsel*

15 UNITED STATES DISTRICT COURT
16 NORTHERN DISTRICT OF CALIFORNIA

17 IN RE LITHIUM ION BATTERIES
18 ANTITRUST LITIGATION,

Case No. 13-MD-02420 YGR (DMR)

19 MDL No. 2420

20 This Document Relates to:

FINAL JUDGMENT OF DISMISSAL
WITH PREJUDICE AS TO TOKIN
CORPORATION

21 ALL INDIRECT PURCHASEER ACTIONS
22
23

24 This matter came before the Court to determine whether to finally approve the settlement
25 with defendant TOKIN Corporation, formerly known as NEC TOKIN Corporation (hereinafter,
26 “TOKIN”), set forth in the Settlement Agreement (“Agreement”), dated March 2, 2018, relating to
27 the above-captioned litigation. The Court, after carefully considering all papers filed and
28 proceedings held herein and otherwise being fully informed in the premises, determined (1) that the

1 settlement should be approved, and (2) that there is no just reason for the delay of the entry of this
2 Final Judgment approving this Agreement. Accordingly, the Court directs entry of Judgment which
3 shall constitute a final adjudication of this case on the merits in accordance with the terms of the
4 Agreement. Good cause appearing therefor, it is:

5 **ORDERED, ADJUDGED AND DECREED THAT:**

6 1. The Court has jurisdiction over the subject matter of the Action and over all parties
7 to the Agreement, including all members of the Class.

8 2. The definitions of terms set forth in the Agreement are incorporated hereby as
9 though fully set forth in this Judgment.

10 3. The Court has granted final approval and confirmed the settlement set forth in the
11 Agreement is, in all respects, fair, reasonable and adequate to the Class pursuant to Rule 23 of the
12 Federal Rules of Civil Procedure.

13 4. Pursuant to Federal Rules of Civil Procedure 23(g), Hagens Berman Sobol Shapiro
14 LLP, Lieff Cabraser Heimann & Bernstein, LLP and Cotchett, Pitre & McCarthy, LLP have been
15 appointed as counsel for the Class. This firms have and will fairly and competently represent the
16 interests of the Class.

17 5. The persons/entities identified in Attachment 8 to the Declaration of Cameron R.
18 Azari, Esq., on Implementation and Adequacy of Class Notice Program, filed on June 11, 2019
19 (ECF No. 2501-9) have validly requested exclusion from the Class and, therefore, are excluded.
20 Such persons/entities are not included in or bound by this Final Judgment. Such persons/entities are
21 not entitled to any recovery of the settlement proceeds obtained through the TOKIN Settlement
22 Agreement.

23 6. This Court hereby dismisses on the merits and with prejudice the Action, with each
24 party to bear its own costs and attorneys' fees except as otherwise described in the Settlement
25 Agreement.

26 7. All persons and entities who are Releasors are hereby barred and enjoined from
27 commencing, prosecuting or continuing, either directly or indirectly, against the Releasees, in this
28 or any other jurisdiction, any and all claims, causes of action or lawsuits, which they had, have, or

1 in the future may have, arising out of or related to any of the Released Claims as defined in the
2 Agreement.

3 8. The Releasees are hereby and forever released and discharged with respect to any
4 and all claims or causes of action which the Releasors had or have arising out of or related to any
5 of the Released Claims as defined in the Agreement.

6 9. Without affecting the finality of this Judgment in any way, this Court hereby retains
7 continuing jurisdiction over: (a) implementation of this settlement and any distribution to Class
8 Members pursuant to further orders of this Court; (b) disposition of the Settlement Fund;
9 (c) hearing and determining any future applications by plaintiffs' counsel for attorneys' fees, costs,
10 expenses, and interest; (d) the Action until the Final Judgment contemplated hereby has become
11 effective and each and every act agreed to be performed by the parties all have been performed
12 pursuant to the Agreement; (e) hearing and ruling on any matters relating to the plan of allocation
13 of settlement proceeds; and (f) all parties to the Action and Releasors, for the purpose of enforcing
14 and administering the Agreement and the mutual releases and other documents contemplated by, or
15 executed in connection with the Agreement.

16 10. The Court finds, pursuant to Rules 54(a) and (b) of the Federal Rules of Civil
17 Procedure, that this Final Judgment should be entered and further finds that there is no just reason
18 for delay in the entry of this Judgment, as a Final Judgment, as to the parties to the Agreement.
19 Accordingly, the Clerk is hereby directed to enter Judgment forthwith.

20 11. In the event that this Final Judgment does not become Final as set forth in the
21 Agreement, then this Final Judgment shall be rendered null and void and shall be vacated, and in
22 such event, all orders entered and releases delivered in connection herewith shall be null and void
23 and the parties shall be returned to their respective positions ex ante.

24 **IT IS SO ORDERED.**

25 DATED: August 27, 2019

26 
27 YVONNE GONZALEZ ROGERS
28 UNITED STATES DISTRICT JUDGE